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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/680,808	10/06/2003	Bruce B. Bealke	CPSH-002/00US 307167-2004	4806
23419 7590 06/24/2009 COOLEY GODWARD KRONISH LLP ATTN: Patent Group Suite 1100 777 - 6th Street, NW Washington, DC 20001				
EXAMINER				
THOMPSON, MICHAEL M				
ART UNIT		PAPER NUMBER		
3629				
MAIL DATE		DELIVERY MODE		
06/24/2009		PAPER		

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary

Application No.

10/680,808

Applicant(s)

BEALKE ET AL.

Examiner

Michael M. Thompson

Art Unit

3629

Period for Reply -- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 20 February 2009.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-9, 14, 15 and 17-23 is/are pending in the application.
- 4a) Of the above claim(s) 10-13 and 16 is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-9, 14, 15 and 17-23 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☐ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB08)
- Paper No(s)/Mail Date _____
- 4) ☐ Interview Summary (PTO-413)
- Paper No(s)/Mail Date _____
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: _____

DETAILED ACTION

Election/Restrictions

1. Applicant's election of Group I, claims 1-9, 14-15 and 17-23, in the reply filed on 02-20-2009 is acknowledged. Because applicant did not distinctly and specifically point out the supposed errors in the restriction requirement, the election has been treated as an election without traverse (MPEP § 818.03(a)).
2. Claims 10-13 and 16 are withdrawn from further consideration pursuant to 37 CFR 1.142(b) as being drawn to a nonelected Group II, there being no allowable generic or linking claim. Election was made **without** traverse in the reply filed on 02-20-2009.

Response to Arguments

3. Applicant's arguments filed 03-12-2008 have been fully considered but they are not persuasive. In addressing Applicant's arguments, Examiner has reproduced portions to address, in particular:

The Examiner asserts that Seiden teaches such an element, citing Paragraph 0014, line 8. Applicant respectfully submits that the Examiner misconstrues this section of Seiden in view of claim 1. Specifically, Paragraph 0014, which is merely a high level summary of the process flow of the Seiden invention, reads:

[0014] The ADR method and system of the present invention allows the parties to (1) schedule a dispute resolution session, e.g., early neutral evaluation, mediation, arbitration, etc.; (2) participate in a real-time negotiations with multi-parties, or privately in caucuses, under the direction of the evaluator, mediator or arbiter; (3) display pictures, Powerpoint presentations or video; and (4) conclude negotiations with electronic transmittal of settlement documents and payment. Thus, as can be appreciated, every major aspect of existing traditional and increasingly popular mediation processes are featured in the present invention in a virtual environment, while preserving the personal dynamics of communication and making scheduling and meeting more efficient and less costly. (line 8 underlined for emphasis)

Line 8 merely describes that an ADR negotiation carried out via real-time online means such as videoconferencing can be concluded by electronically transmitting settlement documents and payments, thus the dispute has been settled before any documents are transmitted and that transmittal of documents is

merely a formality to finalize the settlement. Unlike claim 1, this cited section of Seiden does not describe transmitting details as to a settlement that can be either accepted or rejected by the other party; it assumes that an agreement has already been reached and the described electronic transmittal is merely documents formalizing the previously agreed upon settlement terms. Moreover, Applicant is unable to identify any other section of Seiden that describes the element of a first party communicating details as to a settlement of the dispute to a third party, where the details are further communicated to an second party for acceptance or rejection. For at least these reasons, Seiden fails to describe all elements of claim 1, and therefore the rejection of claim 1 under 35 U.S.C. 5 102 is improper. Consequently, Applicant requests the rejection be withdrawn and claim 1 be allowed.

Examiner agrees that Line 8 describes the ADR system stating that the concluded negotiations include electronic transmittal of settlement documents and payment. However, this statement does not mean that this is the only transmission of settlement details. It should be noted that the original rejection provided that the "third party" was considered to be the online ADR system that facilitates the potential settlement of disputes. In this characterization, the previous Examiner intended to utilize the system of Seiden to show Applicant that the limitations of claim 1 may be satisfied with an alternate interpretation wherein there are two parties in dispute and an online system such as the ADR system that provides forms of access and handles. It should be noted that an alternative interpretation of a third party may include the evaluator, mediator, or arbiter especially as they may utilize the ADR system. Applicant further states, "Seiden does not describe transmitting details as to a settlement that can be either accepted or rejected by the other party.." In fact, Seiden does describe transmission of details as to the settlement. The very fact that the settlement is occurring over the online system constitutes a "transmission" of the settlement details, whether by written or spoken word. In this view, the settlement may be agreed upon or rejected and it is clear that acceptance or rejection of settlements is inherent in the Seiden reference. Applicant further states, "[a]pplicant is unable to identify any other section of Seiden that describes the element of a first party communicating details as to

Art Unit: 3629

a settlement of the dispute to a third party, where the details are further communicated to an second party for acceptance or rejection." This statement appears to suggest that the transmission must occur in a particular order. That it is first transmitted to the third party as if the second party doesn't see the transmission, and then the third party transmits to the second party. While it is the Examiner's position that this is happening almost simultaneously, it does not appear that the limitations of claim 1 require a specific order of transmission that may exclude one or more of the parties. Furthermore, with the invitation system discussed by Applicant *infra*, it appears that the online session is flexible enough to allow a second party to enter negotiations last, wherein the "first" and "third" parties have already joined.

4. With respect to claim 1, Applicant further states:

Another element of claim 1 relates to the third party assigning a unique designator to the settlement details provided by the first party. The Examiner asserts that Seiden teaches such an element, citing Paragraph 2 18, lines 1-2, which read:

[218] Both session-level and user-level access codes are 168-bit (2 1 -byte) unique identifiers, and most codes must be valid for a user to send/receive conference data. Additionally, the data streams that carry the encoded control, audio, and video signals are encrypted (with a proprietary encryption scheme) to prevent interception or tampering.

Paragraph [218] is a part of the Seiden specification describing "Security/Privacy." Specifically, previous paragraph [212] states that the content of mediations are extremely sensitive and highly confidential and therefore strict *access control* to mediations sessions, as well as strict security, are enforced. Paragraphs [214-217] then describe how "Audio and video streams" are maintained private using session access codes, providing one code per mediation session, and user access codes, providing one code per user. Consequently, it is readily apparent that the session-level and user-level access codes cited by the Examiner in Paragraph [218], lines 1 and 2, relate to providing users with access to an online mediation session, and have nothing to do with providing a unique designator to settlement details provided by the first party. Further, contrary to the Examiner's interpretation that "the settlement details [are] included in the session," Seiden says nothing about this, nor does it described that any provided settlement details are associated with a particular session or in particular that a "unique designator," as described in claim 1, is provided by or associated with a session. Moreover, Applicant is unable to identify a description of the element of assigning a unique designator elsewhere in Seiden. For at least these reasons, Seiden fails to describe all elements of claim 1; and therefore the rejection of claim 1 under 35 U.S.C.102 is improper. Consequently, Applicant requests that the rejection be withdrawn and claim 1 be allowed.

In addressing Applicant's arguments, the limitations in question recite, "assigning a unique identifying designator to the settlement details; making the settlement details available for electronic access from the third party by the second party..." In fact, in light of the Examiner's initial interpretation of the "settlement details" being transmitted over the communication, it is not illogical for the previous Examiner to consider the identifiers assigned, per media session or otherwise, are provided/assigned specifically for electronic access. In fact, this interpretation is further supported by the further claim recitation stating "the second party using the designator to electronically access the settlement details." As discussed earlier, the heart of this interpretation is that settlement details are provided in the sessions, audio or otherwise.

5. Applicant further states:

Another element of claim 1 relates to the third party making the settlement details available for electronic access from the third party to the second party "by use of the designator and communicating the designator to the second party." The Examiner asserts that Seiden teaches such an element, citing Paragraphs 229-230, asserting that they teach "notification emails from the 3rd party to the other parties that include the unique session identifiers and user identifiers." Applicant respectfully submits that the Examiner misconstrues this section of Seiden in view of claim 1. Specifically, Paragraphs 227-230 relate to an aspect of Seiden directed to scheduling mediation sessions [Paragraph 0226 and Fig. 81. As part of the scheduling process, a user may provide payment information, such as in the form of a credit card or bank account information [Paragraph 00271 after choosing a particular mediator and time. The user may then "invite" up to two additional participants (i.e. the other parties to the mediation) [Paragraph 02281. Cited Paragraphs [0229-0230] then merely describe that email messages are sent to the selected users and the mediator with information on how they can access the mediation session. The cited section says absolutely nothing about the system having been provided settlement details by a first party, assigning a unique designator to the settlement details, making the settlement details available for electronic access from the third party to the second party, or communicating the unique designator to the second party. As described previously, the user identifier and session identifier of Seiden merely relate to access by users to a particular mediation session - they are not related to a unique designator assigned to settlement details. For at least these reasons, Seiden fails to describe all elements of claim 1, and therefore the rejection of claim 1 under 35 U.S.C. 102 is improper. Consequently, Applicant requests that the rejection be withdrawn and claim 1 be allowed.

In light of the interpretation of the previous examiner, the recitation of a transmission of emails is simply to show the transmission by the parties as to the unique identifier described above thereby providing access. In particular Applicant states, "[t]he

Art Unit: 3629

cited section says absolutely nothing about *the system having been provided settlement details by a first party*, assigning a unique designator to the settlement details, making the settlement details available for electronic access from the third party to the second party, or communicating the unique designator to the second party." Again, these arguments suggest language that appears narrower than the broadest reasonable interpretation of the claim as currently recited. There is no suggestion as to a specific order of providing details. Therefore, when the settlement details are provided to the ADR system, they may occur when both parties have joined the session. This does not have an effect on when the initial transmission of the identifier provides access to the session, as interpreted by the previous Examiner. The settlement details are provided when the identifier allows a party to access the mediation session.

6. Applicant further states:

Another element of claim 1 relates to the second party electronically transmitting either a settlement details acceptance communication or a settlement details rejection communication to the third party. The Examiner asserts that Seiden teaches such an element, citing Paragraph [129], lines 1 1-1 21. These lines describe that "Business Rules" that govern business logic:

enable (and oversee the operation of): generation of user and session access codes, maintaining types of users and transitions between the user states, sending invitation, confirmation, and rejection e-mails, security enforcement (blocking non-participants from private mediations, for example).

Applicant believes that the Examiner is asserting that this section 'describes "confirmation, and rejection e-mails" as being the same as the claimed elements of acceptance or rejection emails. However, Applicant notes that this section, taken in proper context, refers to underlying business logic processing to send emails from the Seiden system to users, such as second parties. The cited section says nothing about generating or receiving acceptance or rejection from second parties. Further, the described "confirmation" and "rejection" emails relate to acceptance or rejection of an *invitation* to enter into a mediation session, not acceptance or rejection of a settlement offer. This is further evidenced by Paragraphs [0235-0236] which are the only other paragraphs in Seiden that contain the word "rejection." These paragraphs describe that the mediator does not receive invitations or rejection notices from the potential participants. The mediator is only notified if all participants accept their invitations (i.e. none submit rejection emails), at which point they receive user and session access codes. Therefore, contrary to the Examiner's assertion, the cited section of Seiden says nothing about acceptance or rejection of provided settlement details - it merely relates to acceptance or rejection of an offer to enter into a mediation session. For at least these reasons, Seiden fails to describe all elements of claim 1, and therefore the rejection of claim 1 under 35 U.S.C. 102 is improper. Consequently, Applicant requests that the rejection be withdrawn and claim 1 be allowed.

The interpretation of this section of the rejection, in its broadest sense may encompass the rejection to mediation as a rejection to any settlement or settlement details. In fact, an invitation to settlement that is rejected is considered and explicit rejection of any settlement, considered or otherwise. Further, given the broadest reasonable interpretation, it is clear that Seiden clearly teaches transmission of settlement details that include either an acceptance or denial by communication. In fact, Applicant has recited previously that there is a settlement or mediation exchange that results in a conclusion in which there are "concluded negotiations" with payment at Seiden [0014]. Wherein the ADR/arbitrator/etc. may be considered the third party, this third party is receiving the communication of acceptance or rejection. Please note that with respect to many of the independent claims, there are several "or" statements wherein the Examiner may choose to interpret a path/species denoting either acceptance "or" rejection.

7. Applicant further states:

Another element of claim 1 relates to the third party, after receiving the acceptance communication or rejection communication, either causing the settlement to be funded if the communication is an acceptance, or notifying the first party of the receipt of the rejection if communication is a rejection. The Examiner asserts that Seiden describes such a rejection response element, again citing Paragraph [0129], lines 11-12. For the reasons described previously, Paragraph [0129] fails to describe acceptance or rejection of settlement details – it relates to acceptance or rejection of an *offer to enter into an online mediation session*. Moreover, even if Paragraph [0129] related to acceptance or rejection of an offer, which it does not, application of Paragraph [0129] to both the rejection of the previously described element "the second party electronically transmitting either a settlement terms of acceptance communication or a settlement terms rejection communication to the third party" and to the element of the third party "notifying the first party of the receipt of the rejection" are logically inconsistent. Either the rejection or acceptance is provided by the second party or by the third party - Seiden says absolutely nothing about the acceptance or rejection being provided by both parties as the Examiner suggests. For at least these reasons, Seiden fails to describe all elements of claim 1, and therefore the rejection of claim 1 under 35 U.S.C. 102 is improper. Consequently, Applicant requests that the rejection be withdrawn and claim 1 be allowed.

As discussed previously, Examiner contends that the prior art describes a rejection/acceptance system. Under this system, Applicant asserts that notification by

the second party of a rejection is not logically consistent with the third party notifying the first party. This assumes that the parties do not exist in real-time. The Examiner does not interpret these claim recitations to require that one step must be done before the other step. In fact the language given is broadest reasonable interpretation does not require such an interpretation and may include simultaneous notification. Therefore, a recitation of a second party providing a response in real-time over the ADR system is actually a transmission to the third party (ADR) that is received by the first party. In conclusion, the Examiner believes Applicant's arguments have been addressed with respect to claim 1, and subsequently claims 2-5.

8. In addressing claims 6 and 14, Applicant states:

Seiden, paragraph 0014 is not related to receiving settlement related data from a second party, it merely describes providing "electronic transmittal of settlement documents and payment." [Para. 0014]. Seiden says nothing about receiving settlement details from a second party. Likewise, Applicant respectfully asserts that the Examiner misconstrues Paragraph 0219, which describes that "User Data Privacy" is important and requires that users can only access the system and see their "account information" upon entering a user ID and password [Para. 0219]. Paragraph 0219 says nothing about a user accessing settlement details provided by the other party to the dispute via a provided link and unique dispute ID - it merely says that a user's access to his or her own account is via a password. Moreover, Applicant is unable to find any other description in Seiden of such an element. For at least this reason, Seiden fails to describe the claimed element. Consequently Applicant respectfully asserts that, for at least this reason, the rejections of claims 6 and 14 are improper. Therefore, Applicant requests that the rejections be withdrawn and the claims be allowed.

It is believed that previous arguments have provided further insight into Seiden as it applies to the access to settlement details, acceptance/rejection, etc. While it is believe that the password system provides greater access to the settlement system, it is believed that the limitations are met under a similar rationale as described in the email/identifier system as provided in previous arguments at number "3" above. It is unclear if the previous examiner incorrectly typed [0219] for [0229], since the email/identifier system is described at this location. In the least, the email/identifying

system as described at [0229] provides support for a "link" to the session with the unique ID. A similar rationale is described in sections 3 and 4 above. Further, with respect to both discussions above and in view of the previous Examiners interpretation, paragraph [0230] speaks of links contained within the emails containing the session and ID information.

9. In further addressing claims 6 and 14, Applicant states:

The Examiner notes additional deficiencies in Seiden, stating that "Seiden fails to explicitly disclose" termination of access based on refusal to accept the settlement terms and supply settlement related data. In order to cure this admitted deficiency, the Examiner cites Dwyer, United States Patent Publication No. 20021006918, Paragraph 0043. This paragraph merely states that in the ADR system described in Dwyer, parties must pay for each settlement round in advance. Subsequent paragraph 0046 further indicates that parties will typically pay for 3 rounds, "[a] default is set for three rounds," however the parties may select an increased or decreased number of rounds [Para. 00461. Consequently, the cited section of Dwyer merely states that parties can pre-select a number of rounds of negotiation when using the system. Dwyer says nothing about providing one party with settlement terms and requiring settlement related data from that party. In addition, Dwyer says nothing about terminating a user's access upon failure to provide the above described information - if anything, Dwyer suggests, see, e.g., [Para. 00491, that communications with the system will continue whether or not a settlement has been reached - "the parties are notified of the results" or will continue until the prepaid number of round (i.e., typically 3) are completed. For at least these reasons, Dwyer fails to describe the claimed elements. Consequently Applicant respectfully asserts that, for at least this reason, the rejections of claims 6 and 14 are improper. Therefore, Applicant requests that the rejections be withdrawn and the claims be allowed.

It should be noted that Dwyer was combined merely to meet one limitation, namely "termination of access based on refusal to accept the settlement terms and supply settlement related data." While it is believed that Seiden meets limitations such as "providing parties with settlement terms" etc., Dwyer is merely providing a resolution system that has a built in system for allowing a predetermined number of attempts to accept proposals and counter proposals. Therefore, for example, should a user pay for 5 rounds they are implicitly setting a maximum number of attempts to come to an acceptance or resolution of a settlement. Therefore logic dictates that they are implicitly

allowing for a system that allows for termination of a access to a session or otherwise should an acceptance not occur within a certain number of turns.

Therefore, for all intents and purposes the Dwyer system intends to sever access based on continued refusals or rejections. Paragraph [0049] as described by Applicant was not relied upon by the Examiner and only relates to continuing "until the prepaid number of rounds are completed." While this may suggest that some portion of the Dwyer prior art may be automated this does not appear to be germane to the previous Examiner's interpretation.

10. In further addressing claims 6 and 14, Applicant states:

In addition, the Examiner asserts that additional elements of claim 6 and 14 related to electronic signature of a document, providing a confirmation number and confirmation email are "extremely old and well known in the art of business practices" and are therefore subject to Official Notice taken by the Examiner. While it may generally be known that electronic signatures may be used to sign a document and confirmation information may be provided, Applicant asserts that such elements are not generally known in the context of online dispute settlement systems and methods or in particular in the context of online resolution of insurance claims. In addition, the elements as claimed relate to provision of a link to electronically sign the I agreement by a third party and third party system to a second party and provision of notice and configuration to the first and/or second parties. While providing electronic signatures may be generally known in some contexts, Applicant asserts that they are not known in this specific context and with respect to the claimed parties, and therefore Applicant requests that the Examiner provide documentary reference in support of the asserted Official Notice to support the rejection of claims 6 and 14.

In short, the Examiner combined the prior art with Official Notice that electronic signature systems have been used to confirm business practices. Under this rationale, the examiner only need provide a reference to which Applicant acknowledges exists in the prior art. Regardless, under a KSR analysis or motivation to combine, the claimed invention is merely a combination of old elements and in the combination each element merely would have performed the same function as it did separately and one of ordinary skill in the art would have recognized that the results of the combination were predictable (See KSR [127 S Ct. at 1739] "The combination of familiar elements

according to known methods is likely to be obvious when it does no more than yield predictable results.”)

11. In addressing claim 15, it is the Examiner's position that anyone who uses a database of a system may be considered a "database subscriber." Further, Vaidyanathan is directed to settlements and settlement disputes. It logically follows that the search function recited by the previous Examiner is providing either a comparison or it is, in least, providing settlement suggestions for one of the parties. It is the Examiner's position that these recommendations or otherwise are then provided to either party to propose a settlement. As stated by the reference it, "helps parties request reasonable solutions thereby increasing the likelihood of an easy settlement." This statement alone suggests that settlements are being proposed. Further, while it is believed that Vaidyanathan explicitly if not implicitly anticipates or renders obvious that settlements are being proposed between the parties, para [0063] may be interpreted as one of the parties may be considered as the computer or automation and/or the dispute resolution specialist once the conditions change as a result of the parties failing to agree. As to claim 15 reciting a unique designator or settlement details, the Seiden reference modified the primary reference to provide these limitations. A substantive discussion as to Seiden providing unique identifiers and settlement details has been addressed previously. For the record, it is believed that even the Vaidyanathan reference contains settlement details. As to claim 15 reciting termination of access, the Dwyer reference has previously been discussed as to the interpretation of Dwyer and

how it applies to the limitations. As to claim 15 reciting electronic signatures, the use of Official Notice has previously been discussed as well.

12. With respect to claim 17, it is the Examiner's position that the specific parties such as "claims representative" and "claimant/council" for insurance claims are directed toward non-functional descriptive material. In short, the method steps recited in the claims would be performed the same regardless of what type of settlement it is. Thus this descriptive material will not distinguish the claimed invention from the prior art in terms of patentability, see *In re Gulack*, 703 F .2d 1381, 1385, 217 USPQ 401, 404 (Fed.Cir.1983); *In re Lowry*, 32 F .3d 1579, 32 USPQ2d 1031 (Fed. Cir. 1994) and MPEP 2106.01. As to claim 17 reciting authorization of claims representatives investigating settlement claims, assuming Applicant has support for automated "authorizations," it is the Examiners position that it is obvious to automate a manual process. *In re Venner*, 262 F.2d 91, 95, 120 USPQ 193, 194 (CCPA 1958) (The court held that broadly providing an automatic or mechanical means to replace a manual activity which accomplished the same result is not sufficient to distinguish over the prior art.), and/or *Leapfrog v. Fisher Price*, 82 USPQ2d 1687 (Fed. Cir. 2007). As to claim 17, reciting electronic signatures and Official Notice, the Examiner believes these arguments have previously been addressed.

13. As recited, it is believed that new claims 18-23 have been addressed in arguments supra. These claims are similarly rejected over the previous claims under a similar rationale.

Claim Rejections - 35 USC § 102

14. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

15. Claims 1, 18, and 19 are rejected under 35 U.S.C. 102(b) as being taught by Seiden (2002/0038293).

As per **claim 1**, Seiden teaches a method for settling disputes, the steps of:

a first party to a dispute between the first party and a second party communicating to a third party details as to a settlement of a dispute to be funded by a disbursement of funds (¶ 14, line 8 teaches "electronic transmittal of settlement documents and payment" where there is a dispute between two parties and the third party is an online ADR system);

the third party assigning a unique identifying designator to the settlement details (¶ 218, lines 1-2 teach both "session level and user level access codes are unique identifiers", Examiner interprets the settlement details to be included in the session);

making the settlement details available for electronic access from the third party by the second party by use of the designator and communicating the designator to the second party (¶s 229-230 teach notification emails from the 3rd party to the other parties that include the unique session identifiers and user identifiers);

the second party using the designator to electronically access the settlement terms (§ 230, lines 3-5 teach that the unique identifiers [the designators] are required to log in);

the second party electronically transmitting either a settlement terms acceptance communication or a settlement terms rejection communication to the third party (§ 129, lines 11-12 teach the sending of "invitation, confirmation, and rejection e-mails", where Examiner construes a confirmation to be an acceptance of a settlement); and

the third party, after receiving the acceptance communication or the rejection communication, either causing the settlement to be funded by commencing an electronic funds transfer from a designated source if the communication is an acceptance communication and notifying the parties of the acceptance and funds disbursement commencement (§ 19 teaches "the settlement module" where a subscriber can "generate respective settlement/release documents including, if desired, initiation of funds transfers via a virtual bank"), or, if the communication is a rejection communication, notifying the first party of the receipt of the rejection (§ 129, lines 11-12 teach the sending of "invitation, confirmation, and rejection e-mails").

In specifically addressing claims 18 and 19, it is believed that the recitation "comprising" allows for a potential third party or ADR system and allows for the broadest reasonable interpretation to include a rejection rationale that is similar to claim 1. Similarly due to the "or" statement the Examiner chooses to address the limitations related to rejection. In addressing claim 19, it is the Examiner's position that a funding

source is designated by the Seiden reference at least when referring to the payment information that is transmitted.

Claim Rejections - 35 USC § 103

16. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

17. Claims 2-5 are rejected under 35 U.S.C. 103(a) as being unpatentable over Seiden (2002/0038293) in view of Vaidyanathan (2004/0059596).

As per **claim 2**, Seiden fails to explicitly disclose the method including the step of the third party, subsequent to receipt of an acceptance communication, transferring selected information as to the dispute and its settlement details to a database adapted to accumulate selected information as to disputes and their settlement details.

However, Vaidyanathan, in the same field of endeavor [dispute resolution] teaches "match[ing] new disputes to "cases from a historical database" (¶ 21, lines 9-10). In order to have a historical database it is inherent that settlement details from prior disputes must have been transferred into the historical database.

It would have been obvious to one skilled in the art at the time of invention to combine the teachings of Seiden with the historic database of Vaidyanathan. Motivation to combine is present as information about historic settlements in similar cases could provide all parties involved with a basis for negotiation and an idea of what to expect.

As per **claim 3**, Seiden fails to explicitly disclose the method in which the database is maintained by the third party, and including the step of the third party making the accumulated selected details contained in the database available for access on a selective basis.

However, Vaidyanathan, in the same field of endeavor [dispute resolution] teaches that in order to access account history information a user must enter its identification and password information (§ 51). Examiner concludes that by requiring an identification and password, the details of the database are available for access on a selective basis.

It would have been obvious to one skilled in the art at the time of invention to combine the teachings of Seiden with the historic database of Vaidyanathan. Motivation to combine is present as information about historic settlements in similar cases could provide all parties involved with a basis for negotiation and an idea of what to expect. Furthermore, by restricting access to the database, a third party may have a better opportunity to collect a profit by providing this service to only their customers.

As per **claim 4**, Seiden fails to explicitly disclose the method in which the selective basis includes the step of the third party causing a report of selected ones of the settlement details accumulated in the database to be generated and transmitted to a fourth party, in response to a request from said fourth party for a report containing settlement details relating to disputes having facts comparable to facts supplied by said fourth party in requesting the report.

However, Vaidyanathan, in the same field of endeavor [dispute resolution] teaches that a dispute resolution specialist [the forth party] has automatic tools such as an intelligent predictive reasoning system [this is a search of the historic database] (¶ 21). Examiner construes use of these tools to be a request for a report.

It would have been obvious to one skilled in the art at the time of invention to combine the teachings of Seiden with the historic database of Vaidyanathan. Motivation to combine is present as information about historic settlements in similar cases could provide all parties involved with a basis for negotiation and an idea of what to expect.

As per **claim 5**, Seiden fails to explicitly disclose the method of claim 4 in which the fourth party is the same as either the first party or the second party.

However, Vaidyanathan, in the same field of endeavor [dispute resolution] teaches that the similar case search "retrieves and summarizes and displays the outcomes of the similar cases for all parties and the dispute resolution specialist to see." (¶ 122, lines 8-10). Due to the uniformity of information dispersal, Examiner concludes that the forth party could be the same as the first party or the second party in the teaching.

It would have been obvious to one skilled in the art at the time of invention to combine the teachings of Seiden with the historic database of Vaidyanathan. Motivation to combine is present as information about historic settlements in similar cases could provide all parties involved with a basis for negotiation and an idea of what to expect.

18. Claims 6 and 14 are rejected under 35 U.S.C. 103(a) as being unpatentable over Seiden (2002/0038293) and Dwyer (2002/0069182) in view of Examiner's Official Notice.

As per **claim 6 and 14**, Seiden teaches a method for resolving a dispute between a first party and a second party through the use of a computer system, and in which the first party has prepared a proposed settlement and transmitted the proposed settlement to the system, the steps of:

a. the first party providing the second party with a link for a network site to be used for access to the system and a unique designator for accessing the system (¶¶ 229-230 teach an email that is sent containing links as well as credentials necessary to log in including a session identifier and a user identifier);

b. the second party accessing the system via the network site using the link (¶ 230 implies that upon receipt of the link, the party will use the link to access the site);

c. the second party supplying identifying information required by the system for further access to the system (¶ 230 further implies that the parties will supply the identifying information required by the system);

d. the system verifying the identifying information and, if correct, permitting further access to the system by the second party, or, if incorrect, denying further access to the system to the second party until correct identifying information is supplied (¶ 219, lines 2-4 teach username and password access that requires valid credentials before gaining site access); and

e. if further access is permitted,

i. the system providing the second party with means to access the terms of a settlement and the options of accepting or not accepting the terms and requiring the second party to agree to supply settlement related data to the system if the settlement terms are accepted (¶ 219, lines 2-4 teach the access control scheme requiring a username and password, ¶ 14, lines 7-9 teach "electronic transmittal of settlement documents and payment" where it is implied that settlement terms have been accepted prior to a transfer of funds);

with regards to the funds transfer Seiden further teaches the second part of step iv: providing the system with settlement funds transfer information requested by the system and second part of step v: initiating the electronic transfer of the settlement funds (via "generat[ing] respective settlement/release documents including, if desired, initiation of funds transfers via a virtual bank", ¶ 19, lines 3-4);

However, Seiden fails to explicitly disclose ii: the system terminating the second party's access if the second party does not agree to accept the settlement terms and supply the settlement related data. Dwyer, in the same field of endeavor [Alternative Dispute Resolution] teaches that each round of negotiation must be paid for. If the parties only pay for one round of making an offer [this is the default setting] and the offer is rejected by the second party, then both parties will no longer have access to make settlement offers (see ¶ 43).

It would have been obvious to one skilled in the art at the time of invention to combine the system of Seiden with the payment by step teaches of Dwyer. Motivation

to combine is an incentive for negotiating parties to come to an agreement sooner and for more income for the dispute resolution service.

The Seiden/Dwyer combination fails to explicitly disclose the steps of:

- iii. if the second party agrees to accepts the settlement terms and supply the settlement related data, the system supplying the second party with a link for the second party to electronically sign the settlement terms;
- iv. the second party electronically signing the settlement terms;
- v. the system sending a confirmation number for the transaction to second party ; and
- vi. the system sending an electronic message to at least one of the parties that the funds transfer has been initiated.

Examiner takes Official Notice that it extremely old and well known in the art of electronic business practices to provide a means for electronic signature, electronically signing a document, providing a confirmation number for a transaction and sending a confirmation email. It would have been obvious to on skilled in the art at the time of invention to combine the Seiden/Dwyer combination with Examiner's Official Notice. Motivation to combine is the necessity to generate a binding agreement and to have evidence of the transfer of funds. These features increase the likelihood of more people utilizing the service.

19. Claims 7-9 are rejected under 35 U.S.C. 103(a) as being unpatentable over Seiden (2002/0038293) and Dwyer (2002/0069182) in view of Examiner's Official Notice and Vaidyanathan (2004/0059596).

As per **claim 7**, Seiden fails to explicitly disclose the method of including the step of the system, subsequent to receipt of an acceptance communication, transferring selected information as to the dispute and its settlement terms to a database adapted to accumulate selected information as to disputes and their settlement terms.

However, Vaidyanathan, in the same field of endeavor [dispute resolution] teaches "match[ing] new disputes to "cases from a historical database" (¶ 21, lines 9-10). In order to have a historical database it is inherent that settlement details from prior disputes must have been transferred into the historical database.

It would have been obvious to one skilled in the art at the time of invention to combine the teachings of the Seiden/Dwyer combination with the historic database of Vaidyanathan. Motivation to combine is present as information about historic settlements in similar cases could provide all parties involved with a basis for negotiation and an idea of what to expect.

As per **claim 8**, Seiden fails to explicitly disclose the method including the step of the system making the accumulated selected terms contained in the database available for access by parties, irrespective of whether such party has participated in settlements as to which selected information has been accumulated in the database, on a selective basis.

However, Vaidyanathan, in the same field of endeavor [dispute resolution] teaches that in order to access account history information a user must enter its identification and password information (¶ 51). Examiner concludes that by requiring an

identification and password, the details of the database are available for access on a selective basis.

It would have been obvious to one skilled in the art at the time of invention to combine the teachings of Seiden with the historic database of Vaidyanathan. Motivation to combine is present as information about historic settlements in similar cases could provide all parties involved with a basis for negotiation and an idea of what to expect. Furthermore, by restricting access to the database, a third party may have a better opportunity to collect a profit by providing this service to only their customers.

As per **claim 9**, Seiden fails to explicitly disclose the method in which the selective basis includes the steps of a party requesting the system to provide a report containing settlement information relating to disputes having facts comparable to facts supplied by said party in requesting said report; and the system causing a report of selected ones of the settlement information accumulated in the database and having facts comparable to facts supplied by said party in requesting the report to be generated and transmitted to said party in response to said request.

However, Vaidyanathan, in the same field of endeavor [dispute resolution] teaches "the search of cases with similar facts" (§ 123, line 1) and retrieving and summarizing the outcomes of similar cases for all the parties to see (§ 122, lines 8-10). Examiner construes accessing the report to be a request for the report.

It would have been obvious to one skilled in the art at the time of invention to combine the teachings of Seiden with the historic database search of Vaidyanathan. Motivation to combine is present as information about historic settlements in similar

cases could provide all parties involved with a basis for negotiation and an idea of what to expect. Furthermore, by restricting access to the database, a third party may have a better opportunity to collect a profit by providing this service to only their customers.

20. Claim 15 is rejected under 35 U.S.C. 103(a) as being unpatentable over Vaidyanathan (2004/0059596), Seiden (2002/0038293), and Dwyer (2002/0069182) in view of Examiner's Official Notice.

As per **claim 15**, Vaidyanathan teaches a method for the disposition of claims asserted between first parties and second parties comprising the steps of:

- a. an independent third party accumulating selected details of claim settlements in a database (§21, line 10 teaches a historical database);
- b. the independent party permitting selective access to a database subscriber to request an evaluation of a claim (§ 52 explains that from the welcome page the user must input its identification and password);
- c. the independent party requiring the database subscriber to supply a plurality of specific details as to the claim to be evaluated in order to obtain the claim evaluation (§ 20, lines 9-10 explain that data is assembled from records provided by both parties. If this data is not supplied there could be no comparative search.);
- d. the database subscriber supplying the plurality of specific details as to the claim to be evaluated (§ 20, lines 9-10 explain that data is assembled from records provided by both parties);
- e. the independent party causing the database to be searched for settlements contained in the database having details generally comparable to the plurality of specific

details (§ 21 teaches a system that "matches new disputes to 'cases' from a historical database", lines 9-10);

f. the independent party causing the generation of a search report of the settlements contained in the database having details generally comparable to at least some of the plurality of specific details supplied by the database subscriber (§ 21, lines 10-11 teach "adapting successful outcomes from the past to the current situation" where the outcomes of the past are past settlements);

h. the independent party causing the transmission of the search report to the database subscriber for use by the first party (§ 122, lines 8-9 "display the outcomes of the similar cases", where the outcomes of similar cases is construed to the search report and the display is construed to be transmitting the information);

i. the first party preparing a proposed settlement which is based, at least in part, on the search report and which involves the transfer of settlement funds (via "adapting successful outcomes from the past to the current situation" § 21, lines 10-11);

j. the first party transmitting the proposed settlement to the independent party (§ 63, lines 6-8 teach that "The parties are also given the opportunity to respond to the other party's submissions." In order for the other party to respond the submission [settlement] must be transmitted.);

p. the independent party transmitting selected details of the settlement terms to the database for use selectively in generating search reports subsequently (this step is implied by the historic database as disclosed in § 21, line 10).

However Vaidyanathan fails to disclose all the elements of the claim. Seiden, in the same field of endeavor teaches:

j. assigning a unique designator to the settlement proposal (§ 218, lines 1-2 teach both "session level and user level access codes are unique identifiers", Examiner interprets the settlement details to be included in the session);

k. providing a second party with a link for a network site maintained by the independent party and the unique designator for accessing the proposed settlement through the site by using the link (§'s 229-230 teach an email that is sent containing links as well as credentials necessary to log in including a session identifier and a user identifier);

l. the second party accessing the network site by using the link (§ 230 implies that upon receipt of the link, the party will use the link to access the site);

m. the second party supplying identifying information required by the independent party to access the proposed settlement (§ 230 further implies that the parties will supply the identifying information required by the system);

n. the independent party verifying the identifying information and, if correct, permitting further access to the proposed settlement by the second party, or, if incorrect, denying further access to the proposed settlement to the second party until correct identifying information is supplied and verified (§ 219, lines 2-4 teach username and password access that requires valid credentials before gaining site access);

o. upon correct identifying information being supplied and verified, the independent party requiring the second party to supply settlement related data in order to continue further access to the proposed settlement;

i. upon the settlement related data being supplied, the independent party providing the second party with means to access terms of the proposed settlement and the options of accepting or not accepting the settlement terms, (¶ 219, lines 2-4 teach the access control scheme requiring a username and password, ¶ 14, lines 7-9 teach “electronic transmittal of settlement documents and payment” where it is implied that settlement terms have been accepted prior to a transfer of funds);

iii. upon the terms being electronically signed, the independent party requiring the second party to provide information required in order to transfer the settlement funds if not already provided (via “generat[ing] respective settlement/release documents including, if desired, initiation of funds transfers via a virtual bank”, ¶ 19, lines 3-4); and

iv. the independent party initiating the electronic transfer of the settlement funds (via initiation of funds transfers via a virtual bank”, ¶ 19, lines 3-4);

It would have been obvious to one skilled in the art at the time of invention to combine the teachings of Seiden with the historic database of Vaidyanathan. Motivation to combine is present as information about historic settlements in similar cases could provide all parties involved with a basis for negotiation and an idea of what to expect.

However, the Vaidyanathan and Seiden combination fails to explicitly disclose terminating the second party access to the proposed settlement if the terms are not accepted. Dwyer, in the same field of endeavor [Alternative Dispute Resolution] teaches that each round of negotiation must be paid for. If the parties only pay for one round of making an offer [this is the default setting] and the offer is rejected by the second party, then both parties will no longer have access to make settlement offers (see ¶ 43).

Examiner takes Official Notice that it extremely old and well known in the art of electronic business practices to provide a means for electronic signature, electronically signing a document, providing a confirmation number for a transaction and sending a confirmation email. It would have been obvious to one skilled in the art at the time of invention to combine the Vaidyanathan/Seiden/Dwyer combination with Examiner's Official Notice. Motivation to combine is the necessity to generate a binding agreement and to have evidence of the transfer of funds. These features increase the likelihood of more people utilizing the service.

21. Claims 17 and 20-23 are rejected under 35 U.S.C. 103(a) as being unpatentable over Vaidyanathan (2004/0059596) and Seiden (2002/0038293) in view of Examiner's Official Notice.

As per **claims 17 and 20-22**, Vaidyanathan teaches a method for settling claims asserted by claimant/counsel with respect to an insurance policy issued by an insurance carrier comprising the steps of:

b. the claims representative accessing a computerized system 114 which can access a proprietary database 117 containing a compilation of details of prior settlements of insurance claims and is capable of comparing details of the claim against details of prior claim settlements in order to generate a report as to comparable claim settlements (§ 21, lines 9-11 teach a system that "matches new disputes to 'cases' from a historical database and then adapting successful outcomes from the past to the current situation");

c. the claims representative 112 submitting claim details to the system 114 and requesting generation of a comparables report from the prior settlements of insurance claims information (§ 61, lines 9-11 teach that sample resolutions from the system's case history can be used);

d. the database 117 generating the comparables report and transmitting it to the claims representative 112 (§ 122, lines 8-9 "display the outcomes of the similar cases", where the outcomes of similar cases is construed to the search report and the display is construed to be transmitting the information);

e. the claims representative 112 formulating a proposed settlement based, at least in part, on the comparables report (via "adapting successful outcomes from the past to the current situation" § 21, lines 10-11);

f. the claims representative 112 transmitting the settlement proposal to the system 114, together with identity information as to a claimant/counsel 115 for use by the system 114 in authorizing access by the claimant/counsel 115 to the settlement proposal (§ 63, lines 6-8 teach that "The parties are also given the opportunity to

respond to the other party's submissions." In order for the other party to respond the submission [settlement] must be transmitted.);

x. the edited specified settlement data is added to the details of prior settlements of insurance claims compilation of the database 117 so as to be subsequently accessible by database subscribers 118 on a selective basis for claim evaluation and settlement proposal formulation purposes (this step is implied by the presence of the historic database as disclosed in ¶ 21, line 10).

However Vaidyanathan fails to disclose all the elements of the claim. Seiden, in the same field of endeavor teaches:

g. the system 114 generating a unique designator for the proposed settlement by which the claimant/counsel 115 can access the proposed settlement by a link to the system 114 (¶'s 229-230 teach an email that is sent containing links as well as credentials necessary to log in including a session identifier and a user identifier, the presence of a unique identifier implies that one was generated);

h. the unique designator and the system link is provided to the claimant/counsel 115 (¶'s 229-230 teach an email that is sent containing links as well as credentials necessary to log in including a session identifier and a user identifier);

i. the claimant/counsel 115 accessing the system 114 by using the link provided by the claims representative 112 and providing the unique designator and information to confirm the identity information supplied by the claims representative 112 before the system 114 permits access to the settlement proposal by use of the unique designator

(¶ 230 implies that upon receipt of the link, the party will use the link to access the site, and the unique identifier information to access the proposal);

j. the system 114 verifying the identity information supplied by the claimant/counsel 115 and permitting access to the settlement proposal by the claimant/counsel 115 by use of the unique designator (¶ 219, lines 2-4 teach username and password access that requires valid credentials before gaining site access);

k. after access is permitted, the system 114 requiring claimant/counsel 115 to supply specified settlement related data pertaining to the claim being settled to the system database 117 (via "generat[ing] respective settlement/release documents including, if desired, initiation of funds transfers via a virtual bank", ¶ 19, lines 3-4);

l. the claimant/counsel 115 supplying the specified settlement related data (¶ 19, lines 3-4 imply that the claimant will supply the required information);

m. the system 114 verifying that the claimant/counsel 115 has provided the specified settlement related data (¶ 219, lines 2-4 teach username and password access that requires valid credentials before gaining site access);

n. the system 114 providing claimant/counsel 115 with means to access the proposed settlement and the options of accepting or not accepting the settlement proposed settlement (¶ 219, lines 2-4 teach the means to access control scheme requiring a username and password, ¶ 14, lines 7-9 teach "electronic transmittal of settlement documents and payment" where it is implied that settlement terms have been accepted prior to a transfer of funds);

o. the claimant/counsel 115 accepting the terms of the proposed settlement (§ 14, lines 7-9 imply that the claimant/counsel has accepted the terms of the settlement as they would not send funds otherwise); and

s. the system 114 initiating the electronic transfer of the settlement funds from an account designated by the carrier or the claims representative 112 to an account designated by the claimant/counsel 115 (via initiation of funds transfers via a virtual bank", § 19, lines 3-4).

It would have been obvious to one skilled in the art at the time of invention to combine the teachings of Seiden with the historic database of Vaidyanathan. Motivation to combine is present as information about historic settlements in similar cases could provide all parties involved with a basis for negotiation and an idea of what to expect.

However, the Vaidyanathan and Seiden combination fails to explicitly disclose:

a. the carrier authorizing a claims representative 112 to investigate settlement of the claim;

Examiner takes Official Notice that insurance carriers authorize claims representatives to investigate settlement claims. It would have been obvious to one skilled in the art at the time of invention to combine the Vaidyanathan/Seiden combination in view of Examiner's Official Notice. Motivation is to allow claims representatives to perform their job functions.

The Vaidyanathan and Seiden combination fails to explicitly disclose:

p. the system 114 providing claimant/counsel 115 with a link to electronically sign the proposed settlement;

q. the claimant/counsel 115 electronically signing the proposed settlement and providing the system 114 with information required to transfer the settlement funds;

r. the system 114 providing a confirmation number for the transaction to claimant/counsel 115;

t. the system 114 receiving notification from the source of the settlement funds when the funds transfer has been initiated;

u. the system 114 sending an electronic message to one or both of the claims representative 112 and claimant/counsel 115 that the funds transfer has been initiated;

Examiner takes Official Notice that it extremely old and well known in the art of electronic business practices to provide a means for electronic signature, electronically signing a document, providing a confirmation number for a transaction and sending a confirmation email. It would have been obvious to one skilled in the art at the time of invention to combine the Vaidyanathan/Seiden combination in view of Examiner's Official Notice. Motivation to combine is the necessity to generate a binding agreement and to have evidence of the transfer of funds. These features increase the likelihood of more people utilizing the service.

The Vaidyanathan and Seiden combination fails to explicitly disclose:

v. the system 114 editing the specified settlement data to remove any information identifying the participants in the settlement,

Examiner takes Official Notice that it is old and well known to modify data to protect the identities of those involved. It would have been obvious to one skilled in the art at the time of invention to combine the Vaidyanathan/Seiden combination in view of

Examiner's Official Notice. Motivation to combine is to protect the identity and privacy of previous users.

w. deactivating the unique designator;

Examiner takes Official Notice that it is old and well known to deactivate outdated access codes. It would have been obvious to one skilled in the art at the time of invention to combine the Vaidyanathan/Seiden combination in view of Examiner's Official Notice. Motivation to combine is to eliminate the possibility of information being stolen that is no longer necessary to the user.

With respect to claims 20-23, it is the Examiner's position that the claim limitations are similar and are therefore rejected under a similar rationale.

Conclusion

22. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. Anelli (2002/007283) teaches an employee dispute resolution system via a network, Holm (2003/0220863) teaches a discount electronic settlement method, Burchetta (6,954,741) teaches a computerized dispute resolution system and method, Sloo (5,895,450) teaches a method and apparatus for handling complaints, and Wamsley (5,956,687) teaches a personal injury claim management system. The Examiner has pointed out particular references contained in the prior art of record, within the body of this action for the convenience of the Applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply. Applicant, in preparing the response, should consider fully the entire reference as

potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the Examiner.

23. The Examiner has pointed out particular references contained in the prior art of record, within the body of this action for the convenience of the Applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply. Applicant, in preparing the response, should consider fully the entire reference as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the Examiner.

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to JOHN G. WEISS whose telephone number is (571)272-6812. The examiner can normally be reached on 7:00 - 5:00 Monday - Thursday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John G. Weiss can be reached on 272-6812. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Michael M Thompson/
Examiner, Art Unit 3629

/JOHN G. WEISS/
Supervisory Patent Examiner, Art Unit 3629